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Passenger Engineer is notified of the discipline, seek immediate arbitration before the Impartial Arbitrator.

2. The hearing on an appeal will be held within fifteen (15) days of receipt by Metro-North of the request for an appeal hearing.

3. Except when discipline assessed is dismissal, or when a Passenger Engineer has been held out of service under paragraph "b" and assessed discipline, the appeal will act as a stay of the imposition of the discipline until after the Passenger Engineer has been given an appeal hearing.

4. At appeal hearings, a Passenger Engineer may, if he desires to be represented at such hearings, be accompanied by his duly accredited representative.

5. The Superintendent of Transportation will advise the Passenger Engineer of the decision, in writing within three (3) days of the conclusion of the appeal hearing, with a copy to the duly accredited representative. If the decision is that discipline will be imposed, either in whole or for a reduced period, the stay referred to in paragraph "g3" will be lifted, and the discipline will be effective on the fourth day following the day of the appeal hearing.

h. The decision of the Superintendent of Transportation will be final and binding unless, within fifteen (15) days after receipt of the written decision, the employee or his duly accredited representative submits a written request for arbitration to the Special Board of Adjustment, with a copy to Metro-North.

i. 1. Arbitration shall be held as soon as practicable at a time and place to be agreed upon by the parties, or if they cannot agree, at a time and place determined by the Board or the Impartial Arbitrator upon at least five (5) calendar days notice to the parties.

2. Written submissions to the Special Board of Adjustment will not be required.

3. After the employee and Metro-North have been given an opportunity to be heard and to submit proof as may be desired, the decision in writing of the Special Board of Adjustment shall be final and binding pursuant to the Railway Labor Act, as amended.

j. If the final decision decrees that the charges against the employee were not sustained, the record shall be cleared of the charge. If held out of service, the employee shall be reinstated with all rights unimpaired and reimbursed for lost wages.

k. 1. Time limits provided for in this Rule may be extended or waived by agreement in writing between the applicable officer of Metro-North and the Passenger Engineer's General Chairman or duly accredited representative.

l. When notification in writing is required, personal delivery or proof of mailing within the specific time limit will be considered proper notification.

m. If discipline assessed is a Reprimand and an employee maintains an unblemished record from the date of the G-32 (Notice of Discipline) for a one (1) year period (including warnings), then the Reprimand will be removed from his/her record.

If an employee is assessed discipline of sixty (60) days or less and maintains an unblemished record from the date of the G-32 (Notice of Discipline) for a two (2) year period (including warnings), then the discipline will be removed from his/her record.

This expungement rule does not include discipline assessed for violation of a major Operating Rule involving train operations which impacts an engineer's certification issued by the Federal Railroad Administration.

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For discipline assessed prior to the date of this Agreement, it is understood that the two (2) year period for expungement will commence with the date of ratification of this Agreement. (January 27, 1995).

RULE 24 – LEAVE OF ABSENCE

a. Passenger Engineers must request written leave of absence when they are to be off duty for more than thirty (30) consecutive days.

b. A written leave of absence without impairment of seniority will be granted upon request to a Passenger Engineer for the following reasons:

1. To accept an official position with Metro-North or related national railroad agencies.
2. To perform union committee work or to accept a full-time union position with Brotherhood of Locomotive Engineers.
3. To accept an elective or appointive public office for which a competitive examination is not required.
4. To accept an appointive public office for which a competitive examination is required, if such public office is related to railroad work.

c. Upon request, a Passenger Engineer will be granted a written leave of absence to perform military service in accordance with current applicable reemployment statutes.

d. A Passenger Engineer granted a leave of absence in accordance with paragraph "b1" or "2" will be granted that leave of absence for the duration of the assignment.

e. A request for a leave of absence for reasons other than those outlined in paragraphs "b" and "c" may be granted upon

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agreement between the highest appeals officer of Metro-North and the General Chairman.

f. A request for a leave of absence or for an extension must be made in writing to the highest appeals officer of Metro-North, with a copy to the General Chairman.

g. Except as set forth in paragraphs "c" and "d", no leave of absence or extension thereof will exceed one (1) year.

h. A Passenger Engineer who fails to report for duty within fifteen (15) days after the expiration of an authorized leave of absence or an extension thereof or fails to furnish satisfactory reason for not doing so will have his seniority terminated and record closed. A Passenger Engineer whose seniority has been terminated may, through the General Chairman, appeal such termination to the highest appeals officer within thirty (30) days of the notice of termination.

i. A Passenger Engineer granted a leave of absence under paragraph "b1" or "2" will be required to return to duty in the craft within thirty (30) days after being relieved of his assignment, or he will be subject to conditions set forth in paragraph "h", unless mutually agreed to the contrary.

j. A Passenger Engineer who absents himself without a written authorized leave of absence, as provided in this Rule, will have his seniority terminated.

k. A leave of absence is not required when a Passenger Engineer is unable to perform service for Metro-North due to a bona fide sickness or injury.

l. A Passenger Engineer on an authorized leave of absence who engages in other employment not provided for in the authorized leave of absence will forfeit all his seniority.

RULE 25 – COMPULSORY RETIREMENT

Retirement will be compulsory at the end of the month in

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which a Passenger Engineer reaches seventy (70) years of age.

RULE 26 – APPROVAL OF APPLICATION

a. Applications for employment will be rejected within ninety (90) calendar days after seniority date is established, or applicant will be considered accepted. Applications rejected by Metro-North must be declined in writing to the applicant.

b. A Passenger Engineer who has been accepted for employment in accordance with paragraph "a" will not be terminated or disciplined by Metro-North for furnishing incorrect information in connection with an application for employment or for withholding information therefrom, unless the information involved was of such a nature that the Passenger Engineer would not have been hired if Metro-North had timely knowledge of it.

RULE 27 – PHYSICAL EXAMINATIONS

a. 1. Passenger Engineers will be subject to periodic medical examinations in accordance with Metro-North's policy. Engineers who are directed to report for required periodic or special physical examinations will report for such exams during the hours when Metro-North's designated Medical Office is open.

2. Employees examined during this period who do not thereby lose time on their assignments will not receive additional compensation. Should their assignments preclude their reporting during Medical Office hours, they will be relieved and allowed the normal earnings of their assignment.

3. Employees will not be required to report for physical examinations on their rest days or while on vacation, leave of absence, personal leave days, holidays, or bereavement days.

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4. Employees absent due to illness for more than thirty (30) calendar days, or in cases of injury for one (1) day or more, will not be permitted to return to duty until they obtain and present to the Crew Dispatcher or his/her designated representative at the crew base a certificate from the Medical Office certifying their fitness for duty. Employees will not be paid while obtaining a return to duty certificate.

b. When it is obvious that a Passenger Engineer is medically (physically or mentally) impaired in a way that affects his service, Metro-North may hold that Passenger Engineer out of service pending the outcome of a medical examination. Passenger Engineers held out service by Metro-North because they are medically unable to perform service may have an examination by a doctor of their own choosing without expense to Metro-North. In case of disagreement on the Passenger Engineer's fitness to work, the two (2) doctors will select a third doctor, who is a specialist in the medical area involved, and the decision of the majority of the three (3) as to the Passenger Engineer's fitness will be final. The expense of the third doctor will be shared equally by the parties. If it is determined that the Passenger Engineer's condition does not warrant being held out of service, such Passenger Engineer will be returned to service, and if it is determined that the Passenger Engineer was medically fit to perform service at the time he was held out of service, the Passenger Engineer will be paid for all time lost.

c. A Passenger Engineer who has accepted medical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his medical condition as evidenced by a report of his personal physician, request a reexamination. There will be no claim for time lost in such case, unless Metro-North refuses to grant the reexamination or there is unreasonable delay in applying the terms of this paragraph.

d. Where an indoor test discloses a deficiency of vision, color perception or hearing, the Passenger Engineer will, on request, be granted a field test, the result of which will determine his physical qualification for service. In case of a

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failure to pass a vision test when examined without corrective lenses, the Passenger Engineer will be given the opportunity for a reexamination with corrective lenses.

#### RULE 28 – LOCKER FACILITIES

Locker, toilet and lavatory facilities will be provided and maintained at crew bases where Passenger Engineers go on and off duty.

#### RULE 29 – VACATION

a. Effective with vacation accrual for 1997 but not to be available for use until the 1998 vacation year, vacation entitlement shall be as follows:

An employee who will attain two (2), eight (8), seventeen (17), twenty (20) or twenty-five (25) years of continuous service during a particular calendar year, will be considered as having reached such anniversary date as of January 1 of that year and may schedule and take vacation accordingly, consistent with seniority and the requirements of the service, provided that all other necessary qualifying requirements under this Rule have been met.

1. Each employee having nineteen (19) years or more in 1998 of continuous service with Metro-North will be qualified for an annual vacation of five (5) weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders compensated service amounting to one hundred (100) basic days and has a total of nineteen hundred (1900) days in Metro-North service (including predecessor Railroads).

2. Each employee having fourteen (14) years or more in 1998 of continuous service with Metro-North will be qualified for an annual vacation of four (4) weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders compensated service amounting to one hundred (100)



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basic days and has a total of fourteen hundred (1400) days in Metro-North service (including predecessor Railroads).

3. Each employee having seven (7) years or more in 1998 of continuous service with Metro-North will be qualified for an annual vacation of three (3) weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders compensated service amounting to one hundred (100) basic days and has a total of seven hundred (700) days in Metro-North service (including predecessor Railroads).

4. Each employee having two (2) or more years of continuous service with Metro-North will be qualified for annual vacation of two (2) weeks with pay, or pay in lieu, thereof, if during the preceding calendar year the employee renders compensated service amounting to one hundred ten (110) basic days, and has a total of two hundred twenty (220) days in Metro-North service.

5. Each employee will be qualified for an annual vacation of one (1) week with pay, or pay in lieu, thereof, if during the preceding calendar year, the employee renders compensated service amounting to one hundred twenty (120) basic days.

6. The formula of continuous years x one hundred (100) days used for the service calculation will remain intact for any future changes to the vacation schedule.

7. All provisions of the National Vacation Agreement which have not been amended in this document remain in effect.

b. Effective with vacation accrual for 1998, but not to be available for use until the 1999 vacation year, shall be as follows:

<b>Years of Qualifying Service</b>	<b>Vacation Allowance</b>
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks

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<b>Years of Qualifying Service</b>	<b>Vacation Allowance</b>
10 years but less than 15 years	4 weeks
15 years and over	5 weeks

For the purpose of this provision, the employee birthday holiday shall not be considered part of the vacation entitlement. Once the schedule goes into effect on Metro-North, any future changes to be made are subject to negotiations between these parties.

c. Single Day Vacations

Passenger Engineers may liquidate vacation in one day increments up to a maximum of five (5) days per calendar year, as follows:

1. Requests for single day vacations must be in writing and submitted to the office of the Asst. Director - Crew Dispatching no more than thirty (30) or less than five (5) work days before the date of usage.

2. When scheduling single day vacations, Passenger Engineers will designate the vacation week from which they are drawing the single day. All subsequent single days of vacation will be drawn from the designated week in sequence. All remaining days in the designated week will be liquidated as originally scheduled.

3. Consecutive single day vacations and single day vacations coupled with personal days, holidays and choice holidays will be granted in accordance with the needs of service.

4. Single day vacations will be granted on a first come, first serve basis by crew base in accordance with the requirements of service. The Asst. Director - Crew Dispatching, or his designee, shall have the exclusive authority to grant a request for a single day vacation. Once the single day vacation is granted, the Passenger Engineer will not be permitted to work that day unless directed to do so by the Carrier.

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5. Single day vacations will not be considered service for the purposes of the forty (40) hour work week or for any premium pay provisions of the Collective Bargaining Agreement except as specifically delineated in Rule 2.b.1.

RULE 30 – HEALTH AND WELFARE BENEFITS

a. Health and Welfare Benefits, Early Retirement Major Medical Expense Benefits, Dental Benefits and Off-Track Vehicle Insurance will be allowed to qualified Passenger Engineers as provided in the following standard national policies or the equivalent thereof with no loss of benefits to Passenger Engineers exercising their Conrail freight seniority pursuant to Article V of the October 12, 1982 Implementing Agreement:

Travelers	GA-23000
Travelers	GA-46000
Aetna Life and Casualty Co.	GP-12000
Connecticut General	0386430-06

b. Metro-North shall have the right to implement the nine (9) Health and Welfare cost containment measures listed below:

1. Pre-admission Certification
2. Case Management Review
3. Weekend Admissions
4. Mandatory Second Surgical Opinion
5. Mandatory Out-Patient Procedures
6. Mail Order Prescriptions
7. Dental Preferred Provider Organization

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8. Health Maintenance Organizations

9. Alcohol and Substance Abuse Treatment

The final determination of the substance of each of these measures shall be subject to agreement by the parties.

c. Effective January 1, 1995, hospitalization, major medical and prescription drug benefits shall be provided by the New York State Government Health Insurance Program for active employees and for retired employees until they are Medicare qualified.

d. Effective January 1, 1998, the Metro-North contribution made to the Defined Contribution Pension Plan will be four (4%) percent.

e. There will be four (4) annuity options and employees will have the option to transfer funds four (4) times per year.

f. Upon final separation from employment at Metro-North (resignation or retirement) employees will be entitled to receive a lump sum distribution of their vested balance in their Defined Contribution Pension Plan account.

g. Metro-North will provide the ability to purchase through payroll deduction life insurance at the employee's cost, up to \$250,000.

h. Effective January 1, 1998, Group Term Life Insurance provided by Metro-North will be \$28,000.

i. Metro-North will offer an optional 401k plan.

j. Metro-North will have the right to offset health and welfare benefits paid against any right of recovery an employee injured on duty may have against Metro-North. This includes legal settlements or final verdicts issued by a court.

RULE 31 – UNION SHOP

a. Subject to the terms and conditions below, all Passenger Engineers will, as a condition of their continued employment, hold or acquire union membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act, and admitting Passenger Engineers to membership. Nothing herein will prevent any Passenger Engineer from changing union membership from one organization to another organization national in scope admitting Passenger Engineers to membership.

b. Passenger Engineers will join any of the labor organizations, described in paragraph "a" of this Rule, within sixty (60) calendar days of the date on which they complete thirty (30) days of compensated service as Passenger Engineers within twelve (12) consecutive calendar months, and will retain such membership during the time they are employed as Passenger Engineers, except as otherwise provided herein.

c. When Passenger Engineers are regularly assigned to the official or subordinate official positions they will not be compelled to maintain membership as provided herein, but may do so at their own option.

d. Nothing herein will require a Passenger Engineer to become or remain a member of the Brotherhood of Locomotive Engineers if membership is not available to him upon the same terms and conditions as apply to any other member, or if his membership is denied or terminated for any reason other than his failure to tender the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. The dues, initiation fees and assessments referred to herein mean indebtedness accruing for these items.

e. The Brotherhood of Locomotive Engineers will keep account of Passenger Engineers and will independently

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ascertain whether they comply with union membership requirements.

f. The General Chairman of the Brotherhood of Locomotive Engineers will notify the appropriate Labor Relations officer in writing of any Passenger Engineer whose employment he requests be terminated because of the Passenger Engineer's failure to comply with union membership requirements. Upon receipt of such notice and request, Metro-North will, as promptly as possible but within ten (10) calendar days of such receipt, notify the Passenger Engineer concerned in writing by registered or certified mail, return receipt requested, sent to his last known address, or sent by receipted personal delivery, that he is charged with failure to comply with the union membership requirements. A copy of the notice will be given to the General Chairman. Any Passenger Engineer so notified who disputes the charge that he has failed to comply with union membership requirements will, within ten (10) calendar days from the date of such notice, request Metro-North in writing to accord him a formal hearing. Such a request will be honored by Metro-North and a date set for the formal hearing as soon as possible, but within ten (10) calendar days of the date of the receipt of the request. A copy of the notice of such formal hearing will be given to the General Chairman. The receipt by Metro-North of a request for a hearing will stay action on the request by the General Chairman for termination of the Passenger Engineer's employment until the formal hearing is held and the final decision is rendered. If the Passenger Engineer concerned fails to request a formal hearing as provided for herein, Metro-North will proceed to terminate his employment at the end of thirty (30) calendar days from receipt of the request from the General Chairman, unless Metro-North and the Brotherhood of Locomotive Engineers agree otherwise in writing.

g. Metro-North will determine on the basis of evidence produced at the formal hearing whether or not the Passenger Engineer has complied with the union membership requirements, and will render a decision accordingly. Such a decision will be rendered within ten (10) calendar days of the

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hearing date, and the Passenger Engineer and the General Chairman will be promptly notified. A transcript of the hearing will be furnished to the General Chairman. If the decision is that the Passenger Engineer has not complied with union membership requirements, his employment as a Passenger Engineer will be terminated within ten (10) calendar days of the date of the decision, unless Metro-North and the Brotherhood of Locomotive Engineers agree otherwise in writing. If the decision of Metro-North is not satisfactory to the Passenger Engineer or to the Brotherhood of Locomotive Engineers, it may be appealed in writing directly to the highest officer of Metro-North designated to handle appeals. Such appeal must be received within ten (10) calendar days of the date of the decision appealed from, and the decision on such an appeal will be rendered within twenty (20) calendar days of the date the appeal is received. The decision by the highest appeals officer of Metro-North designated to handle appeals will be final and binding unless, within thirty (30) calendar days thereafter, Metro-North is notified in writing that the decision is unsatisfactory, and in such event, the dispute may be submitted to the Special Board of Adjustment within six (6) months of the date of such decision. A representative of the Brotherhood of Locomotive Engineers will have the right to be present at and participate in any hearing which involves the Brotherhood of Locomotive Engineers.

h. The discipline rule will not apply to union membership requirement cases.

i. Nothing herein will be used as a basis for time or money claims against Metro-North.

#### RULE 32 – DUES DEDUCTION

a. Subject to the conditions herein set forth, Metro-North will withhold and deduct from wages due Passenger Engineers represented by the Brotherhood of Locomotive Engineers amounts equal to periodic dues, assessments and insurance premiums (not including fines and penalties) uniformly required



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as a condition of acquiring or retaining membership in the Brotherhood of Locomotive Engineers.

b. No such deduction will be made except from the wages of a Passenger Engineer who has executed and furnished to Metro-North a written assignment, in the manner and form herein provided, of such periodic dues, assessments and insurance premiums. Such assignment will be on the form specified in Attachment "A" and will, in accordance with its terms, be irrevocable for one (1) year from the date of its execution.

c. Deductions as provided for herein will be made by Metro-North in accordance with a deduction list furnished by the Treasurer of the Local Division of the Brotherhood of Locomotive Engineers in the form specified in Attachment "B", which may be changed by Metro-North as conditions require. Such list will be furnished to the Director, Payroll Operations, separately for each Local Division. Thereafter, a list containing any additions or deletions of names, or changes in amounts, will be so furnished to Metro-North on or before the 20th day preceding the month in which the deductions will be made.

d. Deductions as provided for herein will be made monthly by Metro-North from wages due Passenger Engineers for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month, and Metro-North will pay, by draft, to the order of the Treasurer of the Local Division of the Brotherhood of Locomotive Engineers, the total amount of such deductions, on or before the 10th day of the month following the month in which such deductions are made. With the draft, Metro-North will forward to the Treasurer of the Local Division of the Brotherhood of Locomotive Engineers a list setting forth any scheduled deductions which were not made.

e. No deduction will be made from the wages of any Passenger Engineer who does not have due to him for the pay period specified an amount equal to the sum to be deducted in



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accordance herewith, after all deductions for the following purposes have been made:

1. Federal, State, and Municipal Taxes.
2. Other deductions required by law, such as garnishments and attachments.
3. Amounts due Metro-North.

f. Responsibility of Metro-North will be limited to remitting to the Brotherhood of Locomotive Engineers amounts actually deducted from the wages of Passenger Engineers as outlined herein, and Metro-North will not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted will be handled between the Passenger Engineer involved and the Brotherhood of Locomotive Engineers, and any complaints against Metro-North in connection therewith will be handled by the Brotherhood of Locomotive Engineers on behalf of the Passenger Engineer concerned.

g. No provision of this Rule will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any Passenger Engineer, and no provision herein or any other provision of the Agreement between Metro-North and the Brotherhood of Locomotive Engineers will be used as a basis for grievance or time claim by or on behalf of any Passenger Engineer predicated upon any alleged violation of, or misapplication or noncompliance with, any provisions of this Rule. The Brotherhood of Locomotive Engineers will indemnify, defend and hold harmless Metro-North from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Rule.

## RULE 33 – MEAL PERIOD

a. Passenger Engineers will be allowed twenty (20) minutes for lunch without deduction in pay. The lunch period

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must be given and completed within four (4) and six and one-half (6½) hours after starting work. In the event conditions do not allow the lunch period to be taken between four (4) and six and one-half (6½) hours after starting work, the Passenger Engineers will be paid an additional forty-five (45) minutes at the straight time rate. If an employee has seventy (70) minutes between scheduled train arrival and departure times at Danbury Terminal, within the meal window, Metro-North's obligation to provide a meal is satisfied.

b. Metro-North's obligation to provide a meal will be considered met for all passenger service assignments that have a scheduled release period under Rule 2(b)(1), consistent with paragraph a. of this Rule.

#### RULE 34 – HOLIDAYS

##### Regularly Assigned Passenger Engineers

a. Each regularly assigned Passenger Engineer who meets the qualifications set forth in paragraph "c" hereof will receive eight (8) hours' pay at the straight-time rate for each of the following enumerated holidays:

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day

Only one (1) eight (8) hour payment will be paid for the holiday, irrespective of the number of trips or tours of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the date observed by the Nation will be considered the holiday.

b. Any regularly assigned Passenger Engineer who works on any of the holidays listed in paragraph "a" will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one (1) time and one-half payment will be allowed, in addition to the one (1), eight (8) hour holiday payment, for service performed during a single trip or tour of duty on a holiday which is also a workday or a vacation day.

c. To qualify, a regularly assigned Passenger Engineer must be available for or perform service as a regularly assigned Passenger Engineer on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, he must fulfill such assignment. However, a regularly assigned Passenger Engineer whose assignment is annulled, cancelled or abolished, or a regularly assigned Passenger Engineer who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay, provided he does not lay off on any of such days and makes himself available for service on each of such days, excepting the holiday in the event the assignment does not work on the holiday. Personal days, single day vacations, bereavement leave and jury duty will be considered neutral days and qualification will be determined by the preceding or subsequent scheduled work day. If the holidays fall on the last day of his work week, the first workday following his "days off" will be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week will be considered the workday immediately preceding the holiday. When one of more designated holidays fall during the vacation period of a Passenger Engineer, the qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

NOTE: A regularly assigned Passenger Engineer who qualified for holiday pay under paragraph "c" will not be deprived thereof by reason of changing from one regular assignment to another regular

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assignment on the workday immediately preceding or following the holiday or on the holiday. If a regularly assigned Passenger Engineer changes his status to an Extra Board on one of the three (3) qualifying days, he will remain qualified for the holiday pay under paragraph "c" if he is available for duty on all such qualifying days.

d. Nothing in this Rule will be considered to create a guarantee or to restrict the right of Metro-North to annul assignments on the specified holidays.

e. The terms "workday" and "holiday" refer to the day to which service payments are credited.

Passenger Engineers Assigned to an Extra Board

f. Each Passenger Engineer assigned to an Extra Board who meets the qualifications provided in paragraph "g" will receive eight (8) hours' pay at the straight-time rate on any of the following enumerated holidays:

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day

Only one (1) eight (8) hour payment will be paid for the holiday irrespective of the number of shifts worked. If more than one (1) shift is worked on the holiday, the allowance of one (1) eight (8) hour payment will be at the rate of pay of the first tour.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the Nation will be considered the holiday.

g. To qualify, a Passenger Engineer assigned to an Extra Board must perform service or be available for service on the

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full calendar day of the holiday and on the full calendar days immediately preceding and immediately following the holiday.

NOTE 1: A Passenger Engineer assigned to an Extra Board whose service status changes from a Passenger Engineer assigned to an Extra Board to a regularly assigned Passenger Engineer or vice versa on one (1) of the qualifying days will receive the basic day's pay provided in paragraph "f", provided (1) he meets the qualifications set forth in paragraph "g" on the day or days he is a Passenger Engineer assigned to an Extra Board, and (2) he meets the qualifications set forth in paragraph "b" on the day or days he is a regularly assigned Passenger Engineer.

NOTE 2: A Passenger Engineer assigned to an Extra Board will be deemed to be available if he is ready for service and does not lay off of his own accord.

NOTE 3: When one or more designated holidays fall during the vacation period of a Passenger Engineer assigned to an Extra Board, his qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

h. Any Passenger Engineer assigned to an Extra Board who works on any of the holidays listed in paragraph "f" will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one (1) time and one-half payment will be allowed, in addition to the one (1) eight (8) hour holiday payment, for service performed during a single tour of duty on a holiday.

i. The terms "calendar day" and "holiday" on which service is performed refer to which service payments are credited.

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j. Consistent with the requirements of service, employees will be permitted, upon forty-eight (48) hours notice, to utilize a personal or vacation day or an unauthorized unpaid day off to observe Martin Luther King Day.

RULE 35 – CHOICE HOLIDAY

Passenger Engineers covered by this Agreement will receive a "choice holiday" as an eleventh holiday, in lieu of a workday, subject to the qualifying requirements of the Holiday Rule, except that they will not be required to work or to be available for work on the "choice holiday" to qualify for holiday pay for such "choice holiday" if they so elect. Such day will be selected by the Passenger Engineer, consistent with the requirements of service, upon forty-eight (48) hours' advance notice to Metro-North. The "choice holiday" request must be made before October 12 of each year. Failing to do so, such "choice holiday" will be assigned by management.

RULE 36 – PERSONAL LEAVE

a. Passenger Engineers must notify the Crew Dispatching Office forty-eight (48) hours in advance of their normal starting time when requesting a personal day. Permission will be granted consistent with the needs of service, on a first come basis.

b. 1. Effective January 1, 1998, the personal leave day schedule shall be as follows:

2. An employee with zero (0) years of continuous service and less than three (3) years of service shall have zero (0) personal leave days.

3. An employee with three (3) years of continuous service but less than twenty (20) years of continuous service shall be entitled to three (3) personal leave days.

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4. An employee with twenty (20) years of continuous service but less than twenty-five (25) years of continuous service shall be entitled to four (4) personal leave days.

5. An employee with twenty-five (25) or more years of continuous service shall be entitled to five (5) personal leave days.

c. 1. An employee with thirty (30) or more years of continuous service shall be entitled to one (1) floating birthday holiday.

d. 1. An employee having reached an anniversary date during a particular calendar year will be considered as having reached such anniversary date as of January 1st of that year.

e. Compensation allowed for personal leave days will be the normal daily earnings of the Passenger Engineer's assignment with a minimum of a basic day's pay.

RULE 37 – CONFERENCES

Conferences between officers of Metro-North and duly accredited representatives will be held without cost to Metro-North. When duly accredited representatives are required to report for a conference at the direction of Metro-North, they will be compensated for the time engaged in the conference, with a minimum of four (4) hours, and if required to lay off an assignment by reason of the conference, will be made whole for the missed assignment.

RULE 38 – SEVERABILITY

If any Rule or provision of this Agreement is at any time determined to be in conflict with any law, such Rule or provision will continue in effect only to the extent permitted by law. If any Rule or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not affect or impair any other term or provision of this Agreement.

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RULE 39 – ITEMIZED STATEMENT OF EARNINGS

- a. Passenger Engineers will furnish all information required on timeslips so that proper identification for payments can be made.
- b. An itemized statement of the Passenger Engineer's daily earnings for each pay period will be furnished with the pay draft as required by this Rule and applicable State Law.
- c. Passenger Engineers should use the itemized statement of daily earnings as the basis for reporting any overpayments.
- d. If a Passenger Engineer has timely submitted a service timeslip to be paid in a current payroll period and no payment has been made, he may file a pay shortage claim. A separate voucher for a pay shortage will be immediately issued, on request, when the pay shortage is one (1) day's pay or more. Payments for a pay shortage for less than one (1) day's pay will be included in the next regular payroll period.

RULE 40 – PROMOTION TO OFFICIAL POSITIONS

- a. Passenger Engineer will, upon request, be given first consideration for promotion to official positions within the Engine Service Section of the Transportation Department.
- b. Passenger Engineers accepting official or supervisory positions with Metro-North shall retain and continue to accumulate seniority under this Agreement and upon return to service covered by this Agreement may exercise their accumulated seniority.



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RULE 41 – STARTING TIMES

a. Regularly assigned Passenger Engineers engaged in yard, switching and classification work will each have a fixed starting time which will not be changed without at least forty-eight (48) hours' advance notice.

b. Where three (3) eight (8)-hour shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be between 6:00 a.m. and 10:00 a.m., the second shift, 2:00 p.m. and 6:00 p.m., and the third shift, 10:00 p.m. and 2:00 a.m.

c. Where two (2) shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be during any one (1) of the periods named in paragraph "b".

d. Where two (2) shifts are not worked in continuous service, the time for an assignment on the first shift to begin work will be between the hours of 6:00 a.m. and 11:00 a.m., and on the second shift, not later than 2:00 a.m.

e. At points where there is only one (1) regular yard assignment, the assignment may be started at any time subject to paragraph "a".

f. Where an independent assignment is worked regularly, the assignment may be started during one (1) of the periods provided for in paragraph "b" or "d".

g. An extra yard assignment may be started during one (1) of the periods provided for in paragraph "b" or "d".

h. If a Passenger Engineer is started at a time other than provided for in paragraph "b" or "d", he will be paid from the last permissible starting time until released from duty.

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RULE 42 – EQUIPMENT ON ENGINES

a. Engines shall be supplied with fuel, water, sand and equipment necessary for the service to be performed and shall be equipped to comply with statutory requirements relating to the health and comfort of the engineer. There shall be no penalty payments for a violation of this Rule.

b. Passenger Engineers shall be responsible for knowing that their engines are properly equipped and serviced. Passenger Engineers shall report any defects that come to their attention.

c. When engines are dispatched from an engine facility where enginehouse forces are employed and on duty at the time of dispatchment, engines shall be supplied and cleaned by enginehouse forces. At locations where enginehouse forces are not employed, engines shall be supplied by other than engineers.

RULE 43 – TRAINING PROGRAM

PURPOSE

The purpose of this Rule is to provide a program for the training and qualifying of Passenger Engineers which may be applied where necessary to insure the immediate and continuing needs of Metro-North. The Brotherhood of Locomotive Engineers will cooperate in the operation of the program.

A. APPRENTICE ENGINEERS

1. An Apprentice Engineer shall be any person selected by Metro-North to enter the program of training for the purpose of employment as a qualified Passenger Engineer. In the selection of apprentices, preference shall be given to present employees.

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2. The training program shall consist of classroom instruction and work experience as determined by Metro-North. All necessary classrooms, books and materials, and instructors shall be furnished by Metro-North. When feasible, consideration shall be given to active Passenger Engineers for assignment as instructors.

3. The training program and any intended substantial changes therein shall be reviewed from time to time by the Brotherhood of Locomotive Engineers and Metro-North. However, Metro-North shall make the final determination of the content and length of the training program, the continuation of individual apprentices in the program, and the conditions of successful completion of the program.

4. Apprentice Engineers shall be paid in accordance with Rule 3 while actively participating in the training program. This payment shall comprehend all services performed and time consumed in the training program by the apprentice. To receive the full rate, the apprentice must be available for a minimum of eight (8) hours a day for five (5) days per week. The prorated daily rate may be deducted for each of the days he is not available of his own volition.

5. The General Chairman, BLE, shall be furnished the name of each Apprentice Engineer, with the date his training commenced and the date of his certification, if he successfully completes the program.

#### B. INSTRUCTIONS BY PASSENGER ENGINEERS

1. Passenger Engineers shall, when required by the Carrier, instruct, supervise, and acquaint Passenger Engineer trainees with the responsibilities and functions of Passenger Engineers under actual working conditions.

The Passenger Engineer will permit the apprentice to operate the engine and perform other functions of an Passenger Engineer under his direction. For these services, including the completion for any required reports on the trainee,

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the Passenger Engineer will be paid sixty (60) minutes at the straight-time rate per tour of duty in addition to all other earnings for each tour of duty.

2. While the Passenger Engineer cannot be relieved from his responsibility for the safe operation of his train and engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by an apprentice.

### C. QUALIFYING PASSENGER ENGINEERS

Upon successful completion of the training program, an apprentice shall be certified as a qualified Passenger Engineer, and shall be awarded a certificate so stating and shall acquire and maintain seniority in accordance with all applicable rules and agreements. While training under the program described herein, an employee of any other craft or class may continue to hold his seniority, subject to applicable agreements of that craft or class; however, upon completion of the training program as Passenger Engineer, such employee must relinquish seniority in all other crafts before being placed on the Passenger Engineer's seniority roster.

### RULE 44 – SICK LEAVE

#### Section 1 - Approved Leave Status

In recognition of the substantial increases and modernization of the contractual leave provisions, employees shall maintain an approved leave status at all times. Employees must be on an approved leave status such as sick, vacation, personal, union, or authorized leave of absence. Any absence not authorized will be designated unauthorized absence. (UAB)

Section 2 - Sick Leave Plan

a. 1. Effective January 1, 1996, each employee will be provided an annual allowance of twelve (12) sick days. Sick days may be accumulated and carried over from year to year. Sick banks are not subject to any maximum accumulation or cap.

2. Employees shall be able to utilize any and all sick days in their bank for personal illness or injury or to care for any sick or injured family members provided that the employee is primarily responsible for the care of such family member.

3. There is no waiting period or exclusionary period prior to payment. Sick leave shall be paid at ninety (90%) percent of the daily rate of eight (8) hours. As a condition of receiving sick pay, employees shall not file for or receive any benefits from the Railroad Retirement Board pursuant to the Railroad Unemployment Insurance Act.

Section 3 - Supplemental Program

a. Effective January 1, 1996, Metro-North will establish a supplemental sick program which, after thirty (30) consecutive calendar days of disability (regardless of pay status), shall pay two hundred and thirty-three dollars (\$233.00) a week for a maximum of one (1) year. Commencing January 1, 1998, the waiting period shall be forty-five (45) calendar days. Such supplemental payments shall be available once the employee's bank is exhausted. Supplemental payments may be collected in addition to benefits from the Railroad Retirement Board pursuant to the Railroad Unemployment Insurance Act.

Section 4 - Reimbursement Plan

a. 1. Any employee who leaves Metro-North's service for any reason, other than termination for cause, with a minimum of ten (10) years of continuous Metro-North service at the time of separation shall be entitled to a cash severance payment of fifty (50%) percent of the daily rate of pay of all accumulated but

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unused sick days, provided that the number of accumulated but unused sick days is at least fifty (50%) percent of the total number of sick days posted to the employee's bank.

2. Any sick leave posted or accumulated prior to January 1, 1996 shall be frozen subject to future use only after days accrued under the new bank have been exhausted and shall not be subject to the foregoing reimbursement plan.

#### Section 5

a. Should an employee's scheduled vacation commence during a leave of absence for illness, the vacation shall be cancelled and rescheduled for a later date in accordance with the requirements of the service. The vacation shall be rescheduled by Metro-North so as to be completed no later than December 31. However, if there is not sufficient time remaining within which to reschedule such vacation prior to December 31, the vacation shall be carried over to the next succeeding year, with the employee to be granted actual time off and not payment in lieu of his vacation.

b. Should an employee who is on vacation become ill, he must continue on his vacation and will not be entitled to any sick leave allowance during such vacation period.

#### Section 6

a. No sick leave allowance will be paid in the following cases:

1. Absences due to indulgence in alcohol or narcotics.
2. Absences due to any form of public misbehavior in which employee is found guilty as a result of civil action.

b. No sick leave allowance will be granted to employees on their relief days but will be granted on holidays for which charge will not be made against their banks. If compensation is

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received for the holiday under the existing agreement, no payment will be made under this Sick Leave Agreement.

c. No sick leave allowance will be granted to an employee who is unfit for work on account of an accident incurred while working for an employer other than the Carrier.

d. No sick leave allowance will be paid for absences of less than one (1) full day.

Section 7

In the event an employee initiates any action or proceeding against Metro-North, or any individual or Insurance Carrier, on the basis of any alleged injury received in an off duty accident or in the performance of duty for which sick leave allowance hereunder has been paid by this Company, the Carrier shall have a lien against and is entitled to be reimbursed or to deduct from any recovery or settlement resulting from such action or proceeding up to the extent of the benefits so paid.

Section 8 - Verification

a. The burden of establishing that he was actually unfit for work because of illness shall be upon the employee.

b. Payment in cases of a bona fide sickness or disability will be made in accordance with Metro-North payroll procedures. In cases of doubt, the employee may be required to prove to Metro-North's satisfaction, preferably in the form of doctor's certificate, that the sickness or injury is bona fide.

c. Advance notification of the requirement to produce a doctor's certificate will be given as follows:

1. Through prior discipline or counseling for unsatisfactory attendance.

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2. An employee will be given written notification that all future sick leave must be accompanied by doctor certification.
3. During the particular circumstances surrounding the mark off, the employee is given contemporaneous notice to produce a doctor's certificate.
- d. Every application for sick leave for a period over four (4) days, with pay, must be accompanied by medical proof satisfactory to Metro-North and upon a form to be furnished by Metro-North, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his duties for the period of absence.
- e. Across the board demands for doctor's notes will not be permitted.
- f. Sick leave may be used by employees who suffer on the job injuries. Sick days used in this manner will be reinstated to the employee's sick leave bank upon settlement of their claim with the Risk Management Department.
- g. Application for sick leave allowances upon which a licensed chiropractor has certified that an employee was unable to perform his duties for the period of the absence will be considered as establishing the burden of proof that such employee was in fact unfit for work on account of illness.

Section 9 - Advanced Notification

- a. To be entitled to sick leave for any day on which he is absent from work because of illness, an employee, except where it is impossible to do so, must, at least three (3) hours before the commencement of his scheduled tour of duty for that day, cause notice of the illness and the place and telephone number where he can be found during such illness, to be given by telephone, messenger, or otherwise, to his appropriate superior and must also give notice to such superior of any subsequent change in the place where he can be found.



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Where it is impossible to give such notice within the time prescribed herein, it shall be given as soon as circumstances permit. Failure to cause such notice to be given shall deprive the employees of his right to be paid for such tour of duty, whichever is applicable, and he shall not be entitled to pay for any subsequent tour of duty from which he absents himself unless at some time, not less than three (3) hours prior to the commencement of such tour of duty, he shall have caused such notice to be given. Failure to cause such notice to be given as herein provided shall not be excused unless Metro-North is convinced that special circumstances made it possible and is also convinced that notice was given as soon as the special circumstances permitted.

b. Metro-North reserves the right to investigate any or all employees calling off on account of sickness by telephone or other means available to Metro-North. If a representative of the Metro-North calls by telephone, or in person, at the place where the absent employee advised, under paragraph (c) hereof, that he could be found and cannot contact him, the absent employee will be subsequently advised by certified mail of Metro-North's inability to contact him, and he will be deemed to be absent without leave unless he can, within fifteen (15) calendar days from date of the letter's certification prove to Metro-North's satisfaction that he was unable to respond to such inquiry. Unless such employee complies with these provisions, he will not be granted sick leave and will be subject to appropriate disciplinary action in action in accordance with the provisions of the existing Agreement.

#### Section 10

An employee found to be in violation of the rules governing sick leave allowance shall, in addition to being subject to denial of sick leave, also be subject to appropriate disciplinary action in accordance with the existing Agreement. Any serious violation, or persistent infractions, or fraudulent claim for sick leave may result in dismissal from the service in accordance with provisions of the existing Agreement.